



City and County of San Francisco

Request For Proposals (RFP)
Department of Homelessness and Supportive Housing (HSH) City Gardens (333 12th Street)
RFP#HSH2022-138 (RFP#138)
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Summary

The City and County of San Francisco (“City”) Department of Homelessness and Supportive Housing (HSH) invites Applications from qualified Applicants to operate and deliver services in a newly acquired Permanent Supportive Housing (PSH) building. PSH provides permanent solutions to homelessness through housing placements, subsidies, Support Services and Property Management. HSH is seeking providers, or collaborate with other providers, to deliver Support Services and Property Management services to ensure Tenants can remain stably housed.

Schedule¹

RFP Issued	Tuesday June 14, 2022
Pre-Proposal Conference ²	Tuesday June 21, 2022 at 10:00am
Deadline for Written Questions	Tuesday June 28, 2022 by 5:00 pm
Answers and Clarifications Published	Tuesday July 5, 2022
Deadline to Submit Proposals	Friday July 22, 2022 by 5:00pm
Intent to Award Notification	August/September 2022
Agreement Commence	Fall 2022

Limitation on Communications

From the date this solicitation is issued until the date the competitive process of this solicitation is completed (either by cancelation or award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contact whose name appears in this Proposal. Any attempt to communicate with any party other than the Contact whose name appears in this Proposal, including any City official, representative or employee, is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business that is unrelated to this Proposal.

Appendices

- Appendix 1: Application Template
- Appendix 2a: Budget Template (Property Management)
- Appendix 2b: Budget Template (Support Services)

Attachments

- Attachment 1: CMD Form 3
- Attachment 2: First Source Hiring Form
- Attachment 3: HCAO and MCO Declaration Forms

¹ Dates are subject to change. Check the HSH website for latest schedule at <http://hsh.sfgov.org/overview/procurements/>.

² Pre-Proposal conference will be held online and is recommended. See Section X on page 20, Pre-Proposal Conference for more information.

Attachment 4: Physical Needs Assessment

Attachment 5: Resident Selection Plan

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I. BACKGROUND

A. Intent

The City and County of San Francisco (“City”) Department of Homelessness and Supportive Housing (HSH) invites Applications from qualified Applicant providers to operate and deliver services in a newly acquired Permanent Supportive Housing (PSH) building. HSH is seeking providers who will deliver or collaborate with other providers to deliver Support Services and Property Management services to ensure Tenants can remain stably housed.

Contractors and Grantees selected through this solicitation will operate and provide services in an existing multifamily apartment building purchased and converted into PSH by the City using local Proposition C revenues, general obligation (GO) bond financing, and/or state-awarded Project Homekey funds. This Solicitation is for the following property:

Building	Address	# of Units in Building	Served Population	Services Required
A. City Gardens	333 12th Street, SF	200	<ul style="list-style-type: none">Formerly homeless or at risk of homelessness family households	<ul style="list-style-type: none">Support ServicesProperty Management

The City will release separate solicitations for additional buildings as they are acquired.

HSH is accepting applications from Applicants that may submit a Collaborative Application (more than one organization/entity) that includes both Support Services and Property Management, and from individual Applicants who wish to apply to provide both Support Services and Property Management without an identified collaborative partner. HSH desires that Applicants demonstrate the ability to provide both types of services well together, with the common goal of tenant housing stability. Therefore, every application must include a Support Services and Property Management response.

HSH desires Applicant providers with:

- An ability to lead with a Housing First philosophy, which includes principles of harm reduction and low barriers to entry;
- A racial equity-based, culturally responsive and trauma-informed approach;
- An ability to collaborate with Tenants and providers with the goal of Tenant housing stability; and
- The ability to begin planning for services and hiring staff immediately upon agreement execution.

Following selection of the Service Provider(s), it is anticipated that HSH will enter into a Master Lease and Property Management agreement for property management. HSH will enter into a Grant Agreement for Support Services. A draft template of the Grant Agreement is provided [here](#) for reference. A draft template of the Master Lease and Property Management Agreement will be provided with responses to the RFP questions from providers on the date indicated above.

Awarded Contractor/Grantee is expected to provide all services described under each service component for which they applied, either directly or through a subcontractor, as listed in this RFP, and in compliance with the funding requirements.

Any organization that wishes to provide Support Services and/or Property Management must apply under this RFP. This includes all organizations that are currently providing such services to HSH and those that wish to do so in the future.

B. Anticipated Agreement Terms

HSH anticipates a combined Master Lease and Property Management agreement with a start date in Fall 2022. For Property Management, an initial 5-year agreement term will be initiated with selected Contractor, with a possibility of a 5-year extension. It is anticipated that the Master Lease and Property Management agreement will include an operating support subsidy which will be approved annually. For the Support Services agreement, it is anticipated that the term of the agreement will be concurrent with and align with the Master Lease and Property Management agreement.

Following Property Manager selection, and pending approval by the Board of Supervisors (BOS), possessory interest in the property will be transferred to the selected Property Management entity via a Lease and Property Management Agreement, with an accompanying Property Management operating support funding agreement. A draft template of the lease/property management agreement will be provided as an addendum to this RFP for reference on the date on which responses to the RFP questions are published. Note that in order to expedite placement of eligible families, HSH may elect to enter into an interim Property Management contract/Program Agreement with the selected Property Manager to facilitate provisional operations of the property as temporary housing until final City approval of the Lease and Property Management Agreement.

C. Anticipated Amount Available

The available budget is up to \$2,225 per unit/per month - approximately \$1,150 per unit/per month for property management and \$1,075 per unit/per month for support services. Applicants must stay within two percent of that budget amount to be considered. Grantee and HSH will negotiate an additional one-time start up budget for items such as welcome baskets, minor Tenant improvements or furniture, fixtures, and equipment (FFE) needed for programmatic reasons to serve families. The building and units are furnished, but furnishings to revise residential floor lounges for program use may be considered.

D. Cooperative Agreement

Any other City department, public entity or nonprofit made up of multiple public entities, may use the results of this Solicitation to obtain some or all the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

E. Terms and Acronyms Used in this RFP

Term	Definition
Access Point	Localized points of community entry into San Francisco’s Homelessness Response System (HRS). Operated by approved non-profit service providers. Families, adults, and youth experiencing homelessness can obtain Coordinated Entry services at geographically diverse Access Points (AP). The Access Point staff will assess households for service needs and eligibility and perform Problem Solving, needs assessment, prioritization, and referrals to appropriate resources.
Adult	An individual or couple over the age of 18 years without custody of a minor child. Couples consist of two adult individuals who are married, in a domestic partnership, or who can provide documentation of an established partnership.
Applicant	Any entity (i.e., agency) submitting an Application to this Solicitation.
Application	The required documents to compete on this award.

Term	Definition
Awarded Provider	Any Proposer/Applicant awarded an Agreement for services under this procurement. Also known as Grantee or Contractor.
Collaborative Application	An Application from more than one organization/entity that includes both Support Services and Property Management.
Continuum of Care	Federal Continuum of Care grant program stressing permanent, holistic solutions to homelessness.
Contract	The binding legal document that creates, defines, and governs mutual rights and obligations following this procurement process.
Coordinated Entry (CE)	Organizes the Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method that directs participants to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations at designated Access Points, Adults, Family, and Youth, as described above. A CE system for survivors of domestic violence will be established in 2022.
Department of Homelessness and Supportive Housing (HSH)	The City and County of San Francisco’s Department of Homelessness and Supportive Housing (HSH), the sponsor of this RFP. HSH may also be referenced as “Department” in this RFP.
Equitable	With mindfulness about the racism and bias that has disproportionately unhoused people of color, lesbian, gay, bisexual, transgender, and questioning (LGBTQ) youth, HSH is committed to equity in the Department, system, and programs.
Family	Families include an adult and at least one natural, adoptive and/ or foster child under the age of 18, and may include a significant other or a domestic partner. A family may also include a pregnant person, with or without a partner.
Grant Agreement	The binding legal document resulting from this procurement process. Also known as Agreement.
Harm Reduction Model	Harm-reduction consists of working with program participants to set realistic goals that support reductions in high-risk substance use behaviors. Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homelessness Response System (HRS)	Describes the overall system of services to managed by HSH to address homelessness. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness by getting a house key into their hands as quickly as possible. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.
Housing	Provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited support such as Rapid

Term	Definition
	Rehousing, and time-flexible programs such as Rent Subsidies and Permanent Supportive Housing (subsidized housing with services).
Housing First	Prioritizes the provision of housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can stabilize their lives and pursue their personal goals. Housing First is guided by the belief that people must secure basic necessities such as food and a place to live before they can attend to other challenges such as employment or substance use issues. Additionally, Housing First is based on the theory that participant choice is valuable in housing selection and supportive services participation. While Permanent Supportive Housing is the most commonly known Housing First program model, many other approaches fall under the Housing First umbrella.
Housing Ladder	Offers opportunities for residents of Permanent Supportive Housing to move outside of the Homelessness Response System.
Housing-Focused	The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for each household as quickly as possible.
Indirect Cost	Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. ³
Master Lease and Property Management Agreement	The City intends to enter into a Master Lease and Property Management Agreement with the selected provider to transfer property interest in the property to allow the selected provider to enter into sub leases with Residents and perform all property management functions for the property.
Minor Children	Children under the age of 18.
Online Entry Navigation System (ONE System)	ONE is the data system used for all housing and services to people experiencing homelessness in San Francisco. The ONE System is a participant-level database that is used system-wide to track all HSH related services and housing placements. The implementation of the ONE System is ongoing.
Operating Services	Services that support the infrastructure of the program, including the daily provision of administration, maintenance, utilities, furnishings, operational program supplies, security, and program equipment.
Operations	The infrastructure of the program including the daily provision of administration, maintenance, utilities, furnishings, operational program supplies, food, clothing, security, program equipment and equipment.
Permanent Supportive Housing (PSH)	Subsidized rental housing without time limits and with intensive on-site Support Services to help Tenants maintain housing and meet their personal goals. Permanent Supportive Housing is designed to house individuals with the greatest housing barriers and highest service needs.
Project Homekey	Project Homekey is a State funding source that provides funding for state, regional, and local public entities to develop a broad range of housing types, including, but not limited to hotels, motels, hostels, single- family homes and multifamily apartments, adult residential facilities, and

³ Office of Management and Budget. (2004, May 10). Circular A-122. Retrieved from: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A122/a122_2004.pdf

Term	Definition
	manufactured housing, and to convert commercial properties and other existing buildings to Permanent or Interim Housing.
Property Management	The management of the residential facility, including oversight of the property's maintenance, janitorial and repair services; supervision of Property Management, janitorial, and maintenance staff; coordination of potential Tenant intake; handling the signing of lease agreements and other tasks related to the placement process; handling complaints; emergencies and lease violations; rent collection and tenancy records; evictions; and room preparations between Tenants and move-outs. Property Management is required to coordinate and collaborate with Support Services staff.
Respectful	It is imperative that services be delivered in a respectful, appropriate manner. Best practices, such as strengths-based interviewing, trauma informed care, and harm reduction, must be incorporated into all programs.
Support Services	Intake and assessment, case management, benefits counseling and advocacy, referrals and counseling services including the development of an individualized participant services plan that assists participants in obtaining transitional and/or permanent housing, employment, health care, substance abuse and mental health treatment and educational services.
Tenant	An individual or family that resides in permanent housing.
Transition Age Youth (TAY)	An individual between 18 and 24 (29 under some programs) who is experiencing homelessness. These individuals often have specialized needs, different from those of families or adults that must be considered when designing programs and services.
Trauma Informed	Trauma-informed care is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. Grantees shall ensure delivery of trauma-informed assistance to maximize self-sufficiency for people experiencing homelessness in San Francisco, to reduce the timeline from first encounter to housing placement, and to ensure that households are not subject to redundant or unnecessary access barriers.
Urgency	Each household's homelessness should be treated as an emergency, and the system will respond accordingly.

F. Funding and Sources

The sources of funding for services provided under this RFP will depend on the service component and may include local General Fund, state funding, federal funding or private funds. Payment for all services provided in accordance with provisions under this RFP shall be contingent upon the availability of funds for providing these services. The City shall not be required to provide any definite units of service, nor does the City guarantee any minimum amount of funding for the services described in this RFP.

II. DELIVERING SERVICES WITH EQUITY

The Department of Homelessness and Supportive Housing (HSH) seeks to become an institution that represents the diversity of the communities we serve and fosters a more diverse, equitable, and inclusive (DEI) culture that recognizes and creates belonging for everyone in our Homeless Response Systems across all work functions, levels, and services.

Diversity, Equity, and Inclusion is the foundation upon which HSH engages and assists those we serve, builds relations with those who provide services on our behalf, and infuses the values and beliefs that enable our colleagues and contractors to develop their potential and bring their full selves to the work we do to end homelessness in the city and county of San Francisco.

We envision outcomes where racial disparity gaps in homelessness are closed, and the Homelessness Response System (HRS) is structured to benefit, and not further marginalize and harm, the BIPOC, LGBTQ+, and Differently-abled communities. Our mission will inform the policies, procedures, and program development that end cycles of homelessness for our unsheltered and at-risk communities through equitable access to housing opportunities.

COVID-19 has heightened the historic and continuing impact of anti-Blackness and white supremacy, and of homophobia and anti-trans bias, have led to vastly disproportionate levels of homelessness for communities of color, lesbian, gay, bisexual, and queer (LGBQ+) and transgender persons. Thus, equity must be the foundational consideration in everything HSH does, and the Department is working to bring an equity lens to the forefront of all its planning and actions.

HSH grantees extend the Department's reach into the community. It is our vision that all services funded by HSH further the Department's mission and reflect its values, including the commitment to more equitable outcomes for BIPOC individuals experiencing homelessness in San Francisco. HSH is seeking to partner with grantees who demonstrate a deep understanding of and focus on racial equity to achieve different outcomes in the communities HSH serves and pay close attention to those who are often excluded. All applications for HSH funding will be evaluated in part based on the applicant's ability to articulate and demonstrate how it will operationalize a commitment to racial equity. Awarded grantees shall demonstrate the ability to conduct equity-focused data analyses and use feedback from the served population to enhance services.

III. SERVED POPULATION

City Gardens (333 12th Street): The target population includes: (1) homeless families as defined in the [HSH Homeless Populations Definitions](#) document; (2) homeless adult-only households of more than one as defined in the HSH Homeless Populations Definitions document, where the household members are related and currently or will cohabit but do not share a bedroom (e.g., a parent and adult child); and (3) homeless adults as defined in the HSH Homeless Populations Definitions document who have a live-in adult caregiver.

IV. REFERRAL AND PRIORITIZATION

All new Tenants will be referred by HSH through the Coordinated Entry (CE) System, and/or other initiatives serving high priority individuals in coordination with CE, such as Shelter In Place (SIP) hotel guests needing to be rehoused, Emergency Housing Voucher holders, high users of multiple systems of care, individuals being discharged from hospitals or persons with behavioral health conditions. The CE System organizes the City's HRS with a common, population-specific assessment, centralized data system, and prioritization method.

Eligibility criteria for PSH varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Tenants who meet

eligibility criteria for PSH are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

V. SCOPE OF WORK

The description below outlines the key program elements and services the selected Contractor and Grantee will provide. Contractors and Grantees should use this description when designing their proposed programs. However, Contractors and Grantees may suggest modifications and/or additions that will, in their estimation, make the project more feasible or effective. Contractors and Grantees may also propose that they will subcontract one or more elements of their project to other Contractors and Grantees, provided that those partners have been identified and described in the submission.

Grantees shall provide the following services for all properties and served populations, unless otherwise specified below.

A. Support Services

Support services shall include, but are not limited to, the following:

1. Outreach: The successful Grantee shall engage Tenants to provide information about available Support Services and invite them to participate. This shall include multiple and creative attempts to engage with Tenants through one-on-one outreach efforts as well as informal interactions and group activities.

Grantee shall contact each household at least six times during the first 60 days following placement. Grantee shall document all outreach and attempts.
2. Intake and Assessment: The successful Grantee shall coordinate with Property Management during the initial intake for units and participate in orientation meetings with Property Management. If possible, Grantee shall establish rapport with Tenants prior to move-in to support Tenants during the application and move-in process. Grantee shall coordinate with Tenant's current support service providers to ensure a successful transition into housing.
3. Existing Tenants. The property includes existing Tenants, most of whom are on short-term leases (average lease of 8 months) and approximately 50% of whom are students. No Tenants will be required to relocate as a result of the acquisition though it is anticipated that a majority of the existing Tenants will choose to relocate voluntarily. The successful Grantee shall offer to assess existing Tenant supportive services needs and incorporate into the services plan, as appropriate.
4. Case Management: The successful Grantee shall provide case management services to Tenants with the primary goal of maintaining housing stability, including ongoing meetings and counseling to establish goals, develop service plans which are Tenant-driven without predetermined goals, provide referrals and linkages to off-site services, and track progress toward achieving those goals. Grantee shall document case management meetings, engagement, plans and progress.
 - a. Grantee shall connect each household with resources needed to be food secure as they live independently.
 - b. Grantee shall refer Tenants to and coordinate services within the community that support progress toward identified goals. This may include providing information about services, calling

to make appointments, assisting with applications, providing appointment reminders, following up/checking in with Tenants regarding the process, and, as necessary, re-referral. Grantee shall communicate and coordinate with outside service providers to support housing stability.

- c. Grantee shall assess household members' health, mental health, and substance use treatment needs and incorporate these into their case management plan. As needed, Grantee shall assist Tenants to access primary care to ensure Tenant primary care needs are met.
 - d. Consistent with San Francisco Administrative Code Chapter 20, Article VI, Section 20.54.4, within three months of placement and annually thereafter, Grantee shall provide public benefits advocacy to assist Tenants with obtaining and maintaining benefits, including, but not limited to, cash aid (e.g., CalWORKs, County Adult Assistance Program, Social Security Income), CalFresh and other food programs, Medi-Cal health coverage, medical clinics and/or In-Home Support Services (IHSS).
 - e. Grantee shall assess Tenant employment and education skills and goals at intake and incorporate those into their case management plan.
5. **Housing Stability Support:** The successful Grantee shall outreach to and offer on-site services and/or referrals to all Tenants who display indications of housing instability. Such indications include, but are not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other Tenants. Grantee shall work with Tenants, in conjunction with Property Management, to resolve issues that put Tenants at risk for eviction. Grantee shall assist with the de-escalation and resolution of conflicts, as needed. Grantee shall document Housing Stability outreach and assistance provided.
6. **Coordination with Property Management:** The successful Grantee shall assist Tenants in communicating with, responding to, and meeting with Property Management. This may include helping a Tenant to understand communications from Property Management, helping to write requests, responses, or complaints to Property Management, and attending meetings between the Tenant and Property Management to facilitate communication.

If a Tenant is facing housing instability, Grantee shall coordinate with Property Management to find creative ways to engage with Tenants to prevent housing loss. Grantee shall ensure there is a process in place for receiving timely communication from Property Management and copies of correspondence (e.g., notices, warning letters, lease violations) issued. Grantee shall have a structured written process for engaging Tenants who receive such notices.

7. **Wellness and Emergency Safety Checks:** The successful Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a Tenant's safety when there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency.
8. **Support Groups, Social Events and Organized Activities:**

- a. Grantee shall plan groups, events, and activities with input from Tenants to build community engagement, develop peer support, share information, form social connections or to celebrate significant events. Grantee shall post and provide to Tenants a monthly calendar of events.
 - b. Grantee shall conduct monthly community meetings for Tenants, in coordination with Property Management, where Tenants may discuss building concerns and program ideas with representatives from both Support Services and Property Management.
 - c. Grantee shall periodically assess the needs of Tenants with Property Management and other teams at the building to develop programming that will help Tenants maintain stability and enjoy their housing.
 - d. Grantee shall provide appropriate programming for the population served. Grantee shall provide linkages to activities and services, to meet the needs of youth in the program, on an as-needed basis.
9. Exit Planning: If a Tenant is moving out of the building, the successful Grantee shall engage Tenant in exit planning to support the Tenant's successful transition out of the program. The exit plan shall depend on the Tenant's needs and preferences, and may include establishing linkages to community based services or other housing options.

B. Property Management

Property management services shall include, but are not limited to, the following:

1. Program Start-Up Interim Period:
 - a. Contractor will coordinate with the previous contracted property management to assume operations of the building and ensure a smooth transition for existing residents.
 - b. In order to expedite placement of eligible families, Property Management may initially be required to operate the program as temporary housing until a Master Lease agreement is established. If this situation arises the Property Management will enter into interim Program Agreements with referred program participants. Under the program agreement participants will not pay rent and will not have tenancy rights. After the Master Lease between the City and the selected Property Management is approved and executed, the Contractor will offer participant the opportunity to sign a lease agreement to become a Permanent Supportive Housing Tenant.
2. Tenant Selection and Intake:
 - a. Contractor shall adhere to Housing First principles found at California Welfare and Institutions Code Section 8255 and follow the processes agreed upon by Contractor, HSH, property owner, housing subsidy administrators, funding regulations, fair housing laws, and/or other entities involved with referrals. Under Housing First, Tenant screening and selection practices must promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. Tenant applicants must not be rejected based on poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

- b. Contractor shall abide by the Tier 1 documentation strategy, as outlined in the Housing Documentation Policy. See [Exhibit B](#) for the policy.
 - c. Contractor shall adhere to all published HSH policies, including, but not limited to those covering Tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing Tenants into housing. See select housing policies [here](#).
- 3. Tenant Lease Set-Up: Once a Master Lease is established between the City and selected Property Management, Contractor shall provide and sign a rental agreement with each Tenant. HSH must approve the form of Tenant lease; the lease agreement shall include house rules and other pertinent lease addenda. Contractor shall review its grievance policies and procedures and HSH policies and procedures with Tenants at the time of lease signing.
- 4. Annual Tenant Re-certification: As required by rental subsidy type, Contractor shall re-certify Tenant income annually. This is generally done on the anniversary of a Tenant's move-in date.
- 5. Existing Tenants. The property includes existing Tenants, most of whom are on short-term leases (average lease of 8 months) and approximately 50% of whom are students. No Tenants will be required to relocate as a result of the acquisition though it is anticipated that a majority of the existing Tenants may choose to relocate voluntarily. Contractor shall offer to assess existing Tenant supportive services needs and incorporate into the services plan, as appropriate.
- 6. Collection of Rents, Security Deposits, and Other Receipts: Contractor shall collect, and process rent and other housing-related payments (e.g., security deposit) made by Tenants, and deposit such payments in dedicated interest bearing accounts subject to reconciliation and audit, as directed by City.
 - a. Contractor shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
 - b. For Tenants paying a portion of their income towards rent, Grantee shall assist with payment arrangements and comply with HSH and other applicable requirements governing the Tenant portion of rent. Tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
- 7. Lease Enforcement, Written Notices and Eviction Prevention:

Contractor shall take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with Support Services, conversations and meetings with Tenants, and mediation strategies.

 - a. Contractor shall provide written notice to Tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings, and conflicts with staff or other Tenants.
 - b. When necessary, Contractor shall provide notice to Tenants of any actions related to the eviction process in accordance with all applicable laws.

- c. Contractor shall copy Support Services on all communications to Tenants.
8. Building Service Payments: Contractor shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
9. Building Maintenance: Contractor shall maintain the facility in a sanitary, safe and continually usable condition for its intended purposes. Contractor shall post protocol and forms for Tenant requests for maintenance or repairs, and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restrooms, and shower facilities;
 - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services, as needed;
 - d. Maintenance and repair of facility systems (e.g., plumbing, electrical);
 - e. Building security;
 - f. Preparation of apartments for Tenant move-in and move-out; and
 - g. Development of a preventative maintenance schedule for review and approval by HSH, and monitor adherence to the approved schedule.
10. Coordination with Support Services: If a Tenant is facing housing instability, Contractor shall coordinate with Support Services to find creative ways to engage with Tenants to prevent housing loss. Contractor shall work with Support Services by communicating and meeting with Tenant regarding behaviors and issues that put the Tenant at risk for housing instability.

Contractor shall participate in regular coordination meetings with Support Services to review Tenants at risk for eviction and strategize on how to support Tenants in maintaining their housing.
11. Wellness Checks and Emergency Safety Checks: Contractor shall conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy, internal agency policies, and Tenant laws to assess a Tenant's safety when there is a reason to believe the Tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
12. Front Desk Coverage: Contractor shall provide front desk coverage 24 hours per day, seven days per week.
13. Asset Management: The properties covered in this Solicitation are owned by the City, and as such all final decisions and incurred expenses related to asset management shall be solely at the discretion of HSH, acting on behalf of the City. However, Contractor shall partner with HSH to safeguard the physical and financial health of the property and provide limited asset management services, which include the following:

- a. Provide a physical needs assessment for review and approval by HSH, and manage approved improvement plan for the property.
- b. Perform all property management functions required in order for annual permits and inspections to be obtained (including Elevator, Fire Alarm monitoring, Boiler permits, etc.). Apply for and participate in annual inspections from related authorities having jurisdiction in order to ensure all necessary permits are kept current.
- c. Immediately notify HSH of any citation or notice of violation, the plan and timeline for corrective work, and confirmation that the violation is abated.
- d. Monitor and report to HSH on property financial performance, recommending related actions, as appropriate.
- e. Monitor and report to HSH on compliance requirements related to the funding, recommending related actions, as appropriate.

14. Exit Planning: Contractor shall alert Support Services when Tenants give notice to leave housing and shall keep a record of each Tenant's forwarding address, whenever possible.

VI. PROPERTY

A. City Gardens (333 12th Street):

1. Specifications:

- Location: City Gardens (333 12th Street)
- Property Type: Existing
- Multifamily Apartment building
 -
- Number of Units: 200
 - Unit types include:
 - 98 two-bedroom
 - 88 four-bedroom
 - 14 five-bedroom
 - All units are fully furnished with new furnishings
 - All units include a full kitchen (with dishwasher) and full bath. Four and five bedroom units have 1.5 baths.
 - HSH anticipates there will be at least two units designated for use as services and programming space, and one staff unit.
- Elevator: 2 elevators that access all floors including stops to the basement and roof
- Amenities:
 - Landscaped courtyard
 - Roof garden,
 - Expansive lobby/lounge.
 - Lounges and laundry room at each residential floor,
 - Staff offices for property management at the ground floor
 - Bicycle parking and bicycle repair station (at the basement level)

- Other Notes: No commercial space; no auto parking onsite, bicycle parking and bicycle repair stations (at the basement level)

Please see Attachment 7, Resident Selection Plan, for information on anticipated occupancy limits and the resident selection criteria.

2. Renovation and Improvement Needs: The selected Contractor will work with HSH to develop a scope of work and timeline for any needed upgrades and renovations to the property, as well as the timeline for conducting the work. Note that as a newly constructed property few upgrades are anticipated.

Please see Attachment 6, Physical Needs Assessment for detailed information about the property's current condition and recommended improvements.

VII. STAFFING AND OPERATING REQUIREMENTS

A. Staffing Requirements

In addition to the appropriate staffing levels for Property Management, Services Grantee shall maintain a minimum of one full time equivalent (FTE) case management staff per 20 households. Additional staffing above the minimum may be appropriate based on the served population and household size.

B. Operating Requirements

Property Management Contractor shall manage building operations and their costs, including, but not limited to janitorial services to maintain the cleanliness of shared space, maintenance to ensure the safety and functioning of the building and its systems, unit turnover, utilities (water, gas, electric, internet, phone), Recology, furnishings for shared spaces and replacement for turnover, and insurance.

Asset Management: HSH will work with selected Contractors and Grantees to develop appropriate budgets for this portion of the work, including costs associated with staffing the Asset Management function. These costs do not have to be incorporated within approximate \$2,225 per unit/per month amount.

VIII. SERVICE REQUIREMENTS

A. Property Management Record Keeping and Files:

Contractor shall update Tenant applicant referral status information in the Online Navigation and Entry (ONE) System in accordance with HSH policy and instruction.

1. Contractor shall maintain confidential Tenant files, including signed lease agreement and addenda, notices or lease violations issued to the Tenant, copies of payment plans, or other agreements to support housing stability.
2. Contractor shall track receipt and completion of maintenance work orders.
3. Contractor shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.

B. Support Services Record Keeping and Files:

Grantee shall consistently maintain confidential Tenant files that document the services provided for the purpose of tracking and reporting objectives and outcomes in a timely manner.

1. Grantee shall maintain Tenant program enrollment, annual status updates, and program exit information in the ONE System in accordance with HSH policy and instruction, and maintain hard copy files with eligibility, including homelessness verification documents.
2. Grantee shall maintain an up-to-date program roster of all current Tenants in the ONE System.
3. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress as described in the Service Description and Service Requirements.

C. Data Standards:

1. Records entered into the HSH Homeless Management Information System (HMIS) ONE System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
2. Property Management Contractor shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting will be communicated to Contractors in writing from HSH.
3. Contractor/Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Contractor shall submit the monthly, quarterly and/or annual metrics into the CARBON database. Changes to data collection or reporting requirements shall be communicated to Contractors via written notice at least one month prior to expected implementation.
4. Any information shared between Contractor, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

IX. SERVICE and OUTCOME OBJECTIVES

- A. Support Services: Grantee shall achieve the following objectives.
1. At least 75 percent of Tenants shall complete an annual Tenant satisfaction survey and of those, eighty percent of Tenants completing an annual Resident Satisfaction Survey will be satisfied or very satisfied with Support Services.
 2. Grantee shall offer Support Services to 100 percent of all households who showed housing instability (e.g., non-payment of rent, lease violations) at least once per incident.
 - a. At least eighty-five percent of Tenant lease violations will be resolved without loss of housing to Tenants.

3. Grantee shall offer assessment to 100 percent of Tenants within 90 days of move-in and annually thereafter for primary medical care, mental health, and substance use treatment needs, and to maximize their income and assist in applying for benefits for which they are eligible.
 - a. 75 percent of Tenants assessed with needs related to medical care, mental health, substance use, benefits and other income assistance will develop a service plan within the first six months, and Grantee shall review service plans at least once every six months and updated as needed.
 4. At least ninety percent of Tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- B. Property Management: Contractor shall achieve the following objectives:
1. At least 75 percent of Tenants shall complete an annual Tenant Satisfaction Survey and of those, eighty percent of residents will be satisfied or very satisfied with Property Management services.
 2. Contractor shall ensure that each unit, upon turnover, is clean and/or repaired within 14 business days, on average.
 3. Contractor shall ensure that new Tenant move-ins occur within 30 days of referral.
 4. Contractor shall collect at least 90 percent of Tenant portions of monthly rent from occupied units.
 5. Ninety percent of Tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
 6. At least eighty-five percent of Tenant lease violations will be resolved without loss of housing to Tenants.
 7. Contractor shall provide a preventative maintenance schedule to HSH for review and approval.
 8. Contractor shall submit all required asset management reports on a timely basis to HSH and external funders.

X. PRE-APPLICATION INFORMATION

A. Pre-Proposal Conference

Applicants are encouraged to attend an online pre-proposal conference on Tuesday, June 21, 2022, at 10:00am via Microsoft Teams at the following link: [Pre-Proposal Conference](#).

Any questions will be addressed at this conference and any available new information will be provided at that time.

B. Procurement Questions Deadline

Applicants may submit questions via email to: HSHProcurements@sfgov.org until the Questions Deadline. Proposer specific questions about compliance with the City's vendor requirements in section XIX. City Social Policy Requirements are not subject to the above deadline and may still be answered by the contact designated in this procurement.

XI. PROCUREMENT ANSWERS AND CLARIFICATIONS

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

It is the responsibility of each Applicant to check for any RFP Addenda, Question and Answer postings, and other updates posted regarding this RFP.

XII. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Applications are due electronically in the format detailed below and must be received by the Applications Deadline.

Applicants shall submit the Appendix 1: Application Template with requested attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject should include the RFP number (RFP #138) and the Applicant organization’s name as such: RFP 138 – Applicant Organization Name.

Applications submitted by fax will not be accepted. Applicants must receive an email confirmation from the City to be considered submitted. Supplemental documents or revisions submitted after the Applications Deadline will not be accepted.

XIII. SUBMISSION FORMAT

Applicants must submit one Appendix 1 Application Template and submit requested attachments in one combined PDF document. This is necessary so that all Applications can receive fair and consistent evaluation.

Applications that do not follow the required format may not be considered. Information must be at a level of detail that enables effective evaluation.

XIV. PROPOSAL CONTENTS AND EVALUATION CRITERIA

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
1.Summary	Appendix 1: Application Template	1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration information, if any 1.2 Certifications	HSH will review for pass/fail: <ul style="list-style-type: none"> • Did applicants complete Appendix 1: Applicant Template? 	Pass/ Fail

<p>2. Minimum Qualification</p>	<p>Appendix 1: Application Template, and Appendix 2a,2b: Budget Template</p>	<p>2.1 Respondent must be a certified vendor with the City and County of San Francisco or have the ability to become a certified vendor within ten (10) days after notice of intent to award.</p> <p>2.2 For each service type (e.g., Support Services; Property Management), whether provided through a single entity, collaboration, and/or subcontractor, Applicants must demonstrate at least three years of experience delivering similar services, respectively.</p> <p>2.3 Applicants must demonstrate the following experience for Property Management:</p> <ul style="list-style-type: none"> • Operation of a project similar in scope and size to the proposed project; or • Operation of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a Tenant who qualifies as a member of the served population. <p>2.4 Applicants must submit a completed Appendix 2a: Budget Template, and Appendix 2b: Budget Template for a 12-month period with each tab completed. The budget must stay within 2 percent of the allocated budget amount.</p> <p>The annual amount for Property Management is \$2,760,000, please do not exceed 2 percent of this amount (\$2,815,200). The annual amount for Support Services is \$2,580,000, please do</p>	<p>2.1 Did applicant demonstrate that they are a certified vendor or have ability to become a certified vendor?</p> <p>2.2 Did Applicant demonstrate a verifiable minimum of three years of experience delivering similar services for each respective service type?</p> <p>2.3 Did Property Management Applicant demonstrate a verifiable Property Management project similar in scope and size to the proposed project or operation of at least two affordable rental housing projects in the last ten years, with at least one project containing at least one unit housing a Tenant who qualifies as a member of the served population?</p> <p>2.4 Did the Applicant submit a completed Appendix 2a: Budget and Appendix 2b: Budget that does not exceed 2 percent of the allocated budget amount?</p>	<p>Pass/ Fail</p>
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Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		not exceed 2 percent of this amount (\$2,631,600).		
3. Project Approach	Appendix 1: Application Template	3.1 Applicants must describe the plan for collaboration between Support Services and Property Management to successfully deliver the services in this RFP. Applicants should indicate if any part of the services will be through a collaboration or subcontract.	3.1 Did Applicant successfully describe how the Support Services and Property Management functions will work in collaboration to successfully house the target population?	10
		3.2 For Support Services and Property Management, Applicants must describe the plan to engage and maintain housing stability for a diverse population of formerly homeless/at risk families with children, including non-English speakers, persons with disabilities, and individuals with a history of homelessness, substance use and/or mental health challenges.	3.2 How well does the Applicant(s) plan align with the requirements of this Proposal (e.g., how well does the applicant understand Tenant needs and challenges and describe ways to address them to maintain Tenant housing)? Support Services (7.5 points) Property Management (7.5 points)	15

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		<p>3.3 For Support Services and Property Management, Applicants must describe the plan to deliver services to achieve the service and outcome objectives described in this RFP.</p>	<p>3.3 How well does the Applicant plan align with the requirements of this RFP to meet the outlined objectives?</p> <p>Support Services (7.5 points) Property Management (7.5 points)</p>	15
4. Organizational Capacity, Staffing, and Relevant Experience		<p>4.1 For Support Services and Property Management, Applicants must describe the policies or procedures that they have in place that demonstrate how the following principles are implemented:</p> <ul style="list-style-type: none"> • Delivering services with equity; and • Housing First and housing stability principles to deliver the services as outlined in the RFP. • Applicant(s) must describe intake requirements and process. <p>Property Management applicant must also describe resident selection criteria.</p> <p>Examples of existing policies/procedures are encouraged. Applicants may attach an existing policy/procedure that is relevant to the principles above.</p>	<p>4.1 How well does Applicants policies or procedures demonstrate implementation of the applicable principles (e.g., to what extent does the applicant’s policies or procedures demonstrate the principles surrounding delivering services with equity, Housing First and housing stability principles related to this RFP, and intake requirements and processes)?</p> <p>For Property Management, does the Applicant’s policies and procedures effectively describe their Resident Selection Criteria?</p> <p>Support Services (10 points) Property Management (10 points)</p>	20

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		<p>4.2 For each service type, Applicants must describe their organizational experience in delivering services, managing buildings, including Asset Management but not limited to:</p> <ul style="list-style-type: none"> • Years of experience delivering each service type, • Average building vacancy and turnover rates in existing portfolio; • Challenges and learnings with each service type; • Serving homeless/formerly homeless/at-risk families with children; • Serving a diverse population of Tenants, including non-English speakers, persons with disabilities, and individuals with a history of homelessness, substance use and/or mental health challenges; • Delivering services with equity; and • Engaging in collaborative service partnerships. 	<p>4.2 How well does the Applicant(s) experience align with the requirements of this RFP?</p> <p>Support Services (5 points) Property Management (5 points)</p>	10
		<p>4.3 For Support Services and/or Property Management, Applicants must describe their respective organizational capacity, including, but not limited to:</p> <ul style="list-style-type: none"> • Their current employee vacancy rates; • Employee turnover rates; • Capacity to hire, train, and retain staff; • Capacity to deliver services on-time and within budget; and • Organizational capacity to track and report service and outcome data. 	<p>4.3 How well does the Applicants organizational capacity align with the requirements of this Proposal? (e.g., does applicant have a high turnover rate or have understaffing? Does applicant have the appropriate staff to deliver the required services in a timely manner?</p> <p>Support Services (5 points) Property Management (5 points)</p>	10

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
5. Fiscal Capacity - Budget	Appendix 2a and 2b: Budget Template	5.1 For each service type (Support Services and Property Management), Applicants must submit one completed Appendix 2a: Budget Template and one completed Appendix 2b: Budget Template for a 12-month period with each tab completed.	<p>5.1 How well do the Applicant(s) budgets align with the requirements of this RFP (e.g., how reasonable and clear is the budget; are all necessary tabs completed; does it contain the appropriate staffing and operating costs; is the narrative complete)?</p> <p>Support Services (10 points) Property Management (10 points)</p>	20
Total				100

XV. CONTRACTOR SELECTION

The City shall award a contract and/or grant to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to the goods and/or services being procured through this Solicitation. If Proposers’ initial composite scores are within three (3) points of each other, the Department will issue a supplemental questionnaire to assist the panel in further differentiating between the proposals in order to select the top scoring proposal. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined above.

Applicants who are qualified are not guaranteed an agreement. Applicants selected for negotiations are not guaranteed an agreement. This RFP does not in any way limit the City’s right to solicit similar or identical services. The City may at a future date elect to fund additional Applicants not originally selected for funding, or increase agreement amounts to Awarded Providers.

A. Additional Information

In some instances, the City may request additional information from Applicants prior to making a determination about qualification and/or agreement awards.

B. Minimum Qualifications

The Applicant must clearly demonstrate that it meets the Minimum Qualifications to be considered for qualification. The Applicant’s responses to Minimum Qualifications in the Appendix 1: Application Template and required attachments will be reviewed to determine qualification and eligibility for award.

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1: Application Template and required attachments. Insufficient or incomplete information may result in an Application being considered non-responsive. Responses of “To be provided upon request” or “To be determined” or “Confidential” or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFP.

The City reserves the right to request clarifications from Applicants prior to rejecting an Application for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Applicant and will not provide an Applicant the opportunity to revise or modify its Application.

XVI. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

A. Errors and Omissions in RFP

Applicants are responsible for reviewing all portions of this RFP. Applicants are to promptly notify the City, in writing, if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than 72 hours prior to the Applications Deadline.

B. Inquiries Regarding RFP

Applicants shall submit all questions concerning this RFP, scope of services or requirements in writing by email only before the RFP Questions Deadline and directed to: **HSHProcurements@sfgov.org**. All Applicant questions concerning the RFP process shall be submitted no later than 72 hours prior to the Applications Deadline. Applicants who fail to do so will waive all further rights to protest based on these specifications and conditions.

C. Objections to RFP Terms

Should an Applicant object on any ground to any provision or legal requirement set forth in this RFP, the Applicant must, not less than 72 hours prior to the Applications Deadline, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of an Applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The City may modify the RFP, prior to the Applications Deadline, by issuing Addenda to the RFP, which will be posted at <http://hsh.sfgov.org/overview/procurements/>. The Applicant shall be responsible for ensuring that its Application reflects any and all Addenda issued by the City prior to the Applications Deadline regardless of when the Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Applications Deadline, to determine if the Applicant has downloaded all RFP Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers, and updates, which will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

E. Term of Application

Submission of an Application signifies that the proposed services and prices are valid for the duration of this RFP and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Application

An Applicant may revise an Application on the Applicant's own initiative at any time before the Application Deadline. The Applicant must submit the revised Application in the same manner as the original. A revised Application must be received on or before, but no later than the Application Deadline.

In no case will a statement of intent to submit a revised Application, or commencement of a revision process, extend the Application Deadline for any Applicant. At any time during the Application evaluation process, the Department may require an Applicant to provide oral or written clarification of its Application. The Department reserves the right to make an award without further clarifications of Applications received.

G. Errors and Omissions in Application

Failure by the City to object to an error, omission, or deviation in the Application will in no way modify the RFP or excuse the Awarded Provider from full compliance with the specifications of the RFP or any agreement awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by an Applicant in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Applicant's Obligations under the Campaign Reform Ordinance

Applicants must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If an Applicant is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Applicant is prohibited from making contributions to:

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Qualification, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Applicants should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If an Applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Applicant must comply with Chapter 12L. The Applicant must include in its Application (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Applicant's meetings and records, and (2) a summary of all complaints concerning the Applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Applicant shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Applicant's Chapter 12L submissions shall be grounds for rejection of the Application and/or termination of any subsequent Agreement reached on the basis of the Application.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any agreement will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Application, or Application procedure;
2. Reject any or all Applications;
3. Reissue or reopen the RFP;
4. Prior to submission deadline for Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Applications;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no award will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by an Applicant to observe any provision of this RFP.

N. Reserved. (Local Business Enterprise (LBE) Goals and Outreach).

O. Compliance with Previous Grant and Contract Requirements

Agencies submitting Applications that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (e.g., corrective actions) in order to be considered responsive to this RFP. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this RFP.

P. Other Terms and Conditions

The selection of any Applicant for agreement negotiations shall not imply acceptance by the City of all terms of any Application or response to this RFP, which may be subject to further negotiation and approvals by the City.

If a satisfactory agreement cannot be negotiated in a reasonable time with the selected Applicant, then the City, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Applicant or may continue competition among remaining Applicants without reinitiating the RFP process.

The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.

This RFP does not in any way limit the City's right to solicit agreements for similar or identical services if, in the City's sole and absolute discretion, it determines the Applications submitted in response to this RFP are inadequate to satisfy its needs.

XVII. CITY AGREEMENT REQUIREMENTS

A. How to Become Eligible to Do Business with the City

Applicants must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to agreement award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced below.

Before the City can award any agreement, all Applicants must become a City Vendor by meeting the requirements described below. There may be additional requirements placed upon a City Vendor depending on the type of good or service to be purchased.

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

B. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. City's Proposed Agreement Terms are not subject to negotiation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

C. Standard Agreement Provisions

Depending on the awarding department, Awarded Provider will be required to enter into a grant or contract agreement. Failure to timely execute and agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of an award offer. The City, in its sole discretion, may select another Applicant.

Please see HSH's standard grant agreement here: <https://hsh.sfgov.org/wp-content/uploads/2019/11/G-100-Grant-Template-4-19-for-posting.pdf>.

Please see the City's standard P-600 contract agreement here: <https://sfgov.org/oca/resources>.

D. Nondiscrimination in Contracts and Benefits

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available at <http://sfgov.org/cmd/>.

E. Companies Headquartered in Certain States

This RFP is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the agreement will be performed in any of those states. Applicants are hereby advised that Applicants which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the agreement will be performed in a state on the Covered State List may not enter into agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator: <https://sfgsa.org/chapter-12x-state-ban-list>.

F. Minimum Compensation Ordinance (MCO)

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

G. Health Care Accountability Ordinance (HCAO)

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Awarded Providers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

H. First Source Hiring Program (FSHP)

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

I. Conflicts of Interest

The successful Applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Applicant that the City has selected the Applicant.

J. Insurance Requirements

Upon award, Awarded Provider shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not

less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim; (5) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the awarded agreement.

Additional or varying insurance requirements may be imposed and specified in the awarded agreement.

K. Compliance with Municipal Codes

Awarded Providers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into an agreement with the City. Some of the laws are referenced in this RFP.

L. Compliance with Laws and Regulations

Awarded Provider shall comply with all applicable federal, state, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on its Application prior to their delivery, it shall be the responsibility of the Awarded Provider to notify the City at once, indicating in its letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

M. City’s Approval Rights over Subcontractors and Subcontractor Payments

The City has approval rights over the use of all Subcontractors. Applicants must identify all current or planned subcontractors in their Application. All current and future subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Applicant, and subsequent Awarded Provider, understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Applicant accepts responsibility for full and prompt payment to the third party. Any dispute between the Applicant and the third party, including any payment dispute, will be promptly remedied by the Applicant. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the City’s withholding of payment to the Awarded Provider.

N. FEMA Emergency & Exigency Grant/Contract Requirements

The agreements awarded as a result of this RFP may be eligible for FEMA reimbursement. FEMA requires inclusion of the particular provisions for procurement under exigent or emergency circumstances.

Please see the sample FEMA Appendix here: <https://sfgov.org/oca/resources>.

XVIII. PROTEST PROCEDURES

The City reserves the right to proceed with its Contractor/Grantee selection and/or negotiation process during any protest period. The City will cease its Contractor/Grantee selection process only if and when it receives a notification of decision that is in favor of the protester.

A. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

XIX. CITY SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

3. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

5. Prevailing Wage Ordinance

Property Manager will require its contractors and subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 et seq. (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction as defined in San Francisco Administrative Code Section 23.61, at the premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "Prevailing Wage Requirements"). Property Manager will cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

6. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San

Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

7. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

8. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

9. Reserved (Sweatfree Procurement)

10. Other Social Policy Provisions

Attachment 1, City’s Proposed Agreement Terms, identifies the City’s applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

XX. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Reserved (Local Business Enterprise Rating Bonus/Bid Discount)

B. LBE Subcontracting Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.